

**Unbundled Dark Fiber Removal Amendment  
to the Interconnection Agreement between  
Qwest Corporation  
and  
Integra Telecom of North Dakota, Inc.  
for the State of North Dakota**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Integra Telecom of North Dakota, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") which was approved by the North Dakota Public Service Commission ("Commission") on January 28, 2000, as referenced in Case No. PU-1753-00-11; and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Amendment Terms**

The Agreement is hereby amended by changing terms and conditions for Qwest Unbundled Dark Fiber (UDF) as set forth in Attachment 1, to this Amendment, attached hereto and incorporated herein by this reference.

Nothing in this Agreement shall be deemed a waiver by Qwest or CLEC of its rights with respect to the availability of dark fiber under the Act. Nothing in the Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Act with respect to the availability of dark fiber or the dark fiber circuits addressed herein.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment.

**Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be

amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

### **Entire Agreement**

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Integra Telecom of North Dakota, Inc.**

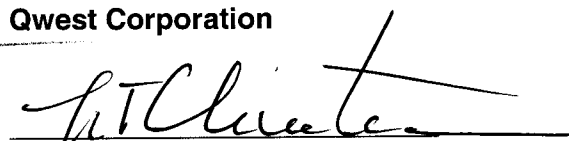
  
Signature

Dave Bennett  
Name Printed/Typed

VP NETWORK PLANNING  
Title

2/2/06  
Date

**Qwest Corporation**

  
Signature

L. T. Christensen  
Name Printed/Typed

Director – Interconnection Agreements  
Title

2/6/06  
Date

**ATTACHMENT 1****2.0 Unbundled Dark Fiber (UDF) General**

2.1 In the Report and Order, *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, (effective October 2, 2003) ("TRO"), and *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Order on Remand* (Triennial Review Remand Order)(FCC 04-290)(effective March 11, 2005)("TRRO"), the FCC determined that certain UDF no longer satisfy the FCC's impairment test and as a result terminated Qwest's obligation to provide dark fiber on an unbundled basis in non-impaired wire centers pursuant to Section 251 of the Act.

2.2 CLEC's Interconnection Agreement includes terms and conditions for these certain UDF that Qwest is no longer required to offer on an unbundled basis pursuant to Section 251 of the Act.

2.3 As of the execution date of this Amendment, CLEC shall not order or purchase and Qwest will not offer or provide UDF Loops and UDF Transport between Tier 1 and Tier 2 Wire Centers or between a Qwest Wire Center and another carrier premises on an unbundled basis out of its existing interconnection agreement(s) with Qwest. Notwithstanding, nothing in this Amendment shall prevent Qwest from offering or providing commercially negotiated, market-base rated, functionally equivalent replacement products to CLEC.

2.4 Any UDF services ordered after December 2, 2005 will be considered purchased under the terms of the Interconnection Agreement and are subject to the transition terms of the TRRO.

2.4.1 For an 18-month period beginning on the effective date of the Triennial Review Remand Order, any dark fiber dedicated transport UNE that a CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle, shall be available for lease from Qwest at a rate equal to the higher of (1) 115 percent of the rate the requesting carrier paid for the dedicated transport element on June 15, 2004, or (2) 115 percent of the rate the state commission has established or establishes, if any, between June 16, 2004, and the effective date of the Triennial Review Remand Order, for that dedicated transport element. Where Qwest is not required to provide unbundled dark fiber transport, CLEC may not obtain new dark fiber transport as unbundled network elements. Qwest and CLEC will work together to identify those circuits impacted in Non-Impaired Wire Centers.

2.4.2 The 15% transitional rate increment will be applied to CLECs bill as a manual adjustment on the following bill cycle. The first bill adjustment will be applied to each account based on the BTN and/or CKT per BAN with an effective bill date of March 11, 2005 on the first or second bill cycle following the contract execution date.

2.4.3 Qwest shall make available to CLEC a list of those Non-Impaired Wire Centers that satisfy the above criteria and update that list as additional Wire Centers meet these criteria. Qwest agrees to alter its list, subject to a state or federal review or proceeding.

2.4.4 Absent CLEC Transition of UDF, as of September 10, 2006, Qwest will, or maintains the right to, begin the disconnection process of CLEC Dark Fiber Facilities.